

SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Assign lease agreement with Joe Wigglesworth and Lillian Wigglesworth for parcel located at Lake Deaton Park to the City of Wildwood effective October 1, 2009

REQUESTED ACTION: approve transfer of lease agreement

☐ Work Session (Report Only)

☒ Regular Meeting

DATE OF MEETING: 9/29/2009

☐ Special Meeting

CONTRACT: ☐ N/A

Vendor/Entity: Board of County
Commissioners/Joe and
Lillian Wigglesworth

Effective Date: 1/12/1982

Termination Date: 9/30/2009

Managing Division / Dept:

County Administration/Support Services

BUDGET IMPACT:

☐ Annual

☐ Capital

☒ N/A

FUNDING SOURCE:

EXPENDITURE ACCOUNT:

HISTORY/FACTS/ISSUES:

The Board of Sumter County Commissioners entered into a lease agreement for property with Joe and Lillian Wigglesworth on January 12, 1982. The lease agreement was to allow Joe and Lillian Wigglesworth to install a mobile home on the park property to cut down on vandalism that was occurring on park property.

Lake Deaton Park will be transferred to the City of Wildwood effective October 1, 2009 as approved on September 8, 2009

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LEASE AGREEMENT

THIS AGREEMENT, made this 12th day of January, 1982, between the BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, hereinafter referred to as "Board", and JOE B. WIGGLESWORTH AND LILLIAN A. WIGGLESWORTH, his wife, hereinafter referred to as "Lessee".

WHEREAS, the Board owns certain land in Section 15, Township 19 South, Range 23 East, which is currently utilized as a public park, and

WHEREAS, vandalism has been extremely heavy in said park primarily because of lack of supervision, and

WHEREAS, the Board desires to have someone live on said property in order to cut down on vandalism,

NOW, THEREFORE, the parties agree as follows:

1. The Board hereby leases to the Lessee a tract of land, the exact size of which is to be determined and agreed upon by the parties, located on the eastern boundary of the following described parcel of property which is known as the "Lake Deaton Park", a publicly owned park involving boating, swimming and other recreation. The legal description of the overall parcel is:

From SE cor of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ run N 434.76 ft N 56 Deg 26 Min 30 Sec W 175.82 ft for POB run N 17 Deg 30 Min E 416.09 ft to Lake N 56 Deg 26 Min 30 Sec W 130 ft along Lake S 13 Deg 33 Min 30 Sec W 400 ft S56 Deg 26 Min 30 Sec E 245 ft to POB Also R/W to above Desc Lot OR 32 pg 291

2. The Lessee shall not be required to pay any rent for the use of said property.

3. The Board, in cooperation with the Sumter County Recreation and Water Conservation and Control Authority agrees to furnish a well, pump, or water from another source, a power pole, septic tank and drain field free of charge for use by the Lessee. These items of improvement shall remain permanent improvements of the land and shall not be owned by the Lessee. If Lessee terminates this Lease, these items of improvement shall remain with the property.

4. The Lessee shall install on property designated by the Board a mobile home which must meet all requirements of Sumter County. The Lessee shall be responsible for all installation costs including connection to utilities furnished by the Board. The Lessee shall pay all charges for utilities and telephone.

5. The Board agrees to furnish a fence around the parcel to be occupied

01 by the Lessee. The fence shall be of a type and material as determined in the
03 sole discretion of the Board.

05 6. In consideration for providing the above described services, the Lessee
07 shall serve as watchman for the Board on the above described parcel. The
09 Lessee shall notify the appropriate officials, Sumter County Sheriff, fire
11 departments, etc. of any vandalism, unusual activity, improper or illegal
13 gatherings, etc. which may take place on the subject property from time to
15 time. The Lessee shall not take the law into their own hands and shall not
17 attempt to disburse any crowd which may gather. The Lessee shall have no
19 jurisdiction over the use of said park as their sole authority is to report
21 incidents which may take place. The Lessee shall not have the authority to
23 order anyone from the premises other than the immediate surroundings of their
25 mobile home and the land found within the fence surrounding their mobile home.

27 7. The Lessee shall maintain their mobile home and the property
29 surrounding their mobile home in a clean and orderly fashion.

31 8. The Lessee shall not be construed to be an agent or employee of the
33 Board. The Lessee shall be construed only to be a lessee with the authority
35 to report incidents which may take place in the park.

37 9. The Lessee shall not be responsible for any damage which may occur to
39 the park nor shall the Board be responsible for any damage which may occur to
41 property owned by the Lessee including the mobile home, automobiles or any
43 other property in and around said mobile home.

45 10. Either party may terminate this Lease upon 30 days notice. In the
47 event the Lessee fails to provide the watchman services as called for in this
49 Lease Agreement, the Board may terminate this Lease for any reason or for no
51 reason at all upon 30 days notice.

53 11. Upon termination of this Lease for any reason, the Lessee shall
55 promptly remove the mobile home and any and all other property owned by the
57 Lessee from the property. The property leased hereunder shall be left in a
59 clean and orderly fashion upon termination.

61 12. The Lessee shall make no unlawful, improper or offensive use of the
63 premises. The Lessee shall not assign this Lease or sublet any part of said
65 premises without the prior written consent of the Board.

67 13. The parties hereby agree that if default shall be made in any of the
69 terms of this Lease, and if this Lease is terminated under the provisions of
71 this Lease for any reason, the Board shall be entitled to immediately re-enter
73 and retake possession of the leased premises. If court action is required,

01 the prevailing party shall be entitled to all court costs and a reasonable
03 attorneys' fees.

05 IN WITNESS WHEREOF, the parties hereto have set their hands and seals the
07 day and year first above written.

09 ATTEST: BERNARD R. SHELNUTT, JR.
Clerk and Auditor to Board

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

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By Sandra J. Dufur
Deputy

Jan Kerkstra
Witness

Lakisha Lovett
Witness

By William C. Wigg Chairman

Joe B. Wigglesworth

Lillian E. Wigglesworth
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